



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 62

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL

☐ FINAL

☐ COMPLETE

☐ PARTIAL

☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

SPECIAL PROVISIONS

SPECIAL PROVISION 1: PLEASE NOTE THE BERRY AMENDMENT APPLIES TO THIS SOLICITATION. ANNISTON ARMY DEPOT WILL ONLY ACCEPT DOMESTIC ITEMS. THE BERRY AMENDMENT REQUIRES THE U.S. DEFENSE DEPARTMENT (DOD) TO BUY CERTAIN PRODUCTS -- JUDGED ESSENTIAL TO OUR MILITARY READINESS - **WITH 100% U.S. CONTENT AND LABOR**. THESE PRODUCTS INCLUDE CLOTHING AND OTHER TEXTILE ITEMS, SPECIALTY STEEL, AND FOOD. IN ADDITION TO THE BERRY AMENDMENT, CERTAIN OTHER "BUY AMERICAN" PROVISIONS APPLY TO DOD.

SPECIAL PROVISION 2: IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH ALL INFORMATION REQUESTED. WE WILL NOT CONFIRM INFORMATION BY TELEPHONE. IF YOU DO NOT FULLY RESPOND (SUCH AS PRICE, DELIVERY DATE) TO THE REQUEST FOR PROPOSAL, YOU WILL BE DETERMINED NON-RESPONSIVE.

SPECIAL PROVISION 3: ALL OFFERS ARE TO BE SUBMITTED BY FACSIMILE TO (256) 240-3077 EXTENSION 2222 OR BY E-MAIL TO ACQNET@ANAD.ARMY.MIL. OFFER NOT RECEIVED IN ITS ENTIRETY BY THE SPECIFIED TIME (HOUR) WILL BE CONSIDERED NON-RESPONSIVE.

SPECIAL PROVISION 4: OFFER MUST BE SUBMITTED ON STANDARD FORM 1449. OFFERORS THAT FAIL TO FURNISH REQUIRED REPRESENTATIONS OR INFORMATION, OR REJECTS THE TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL MAY BE EXCLUDED FROM CONSIDERATION.

SPECIAL PROVISION 5: SUBMIT TECHNICAL LITERATURE AS INDICATED IN 52.214-4713 TECHNICAL LITERATURE--SUPPORTIVE DOCUMENTATION (OCT 1993) TO SUPPORT YOUR PROPOSAL AND ALSO IF AN EQUAL IS BEING SUPPLIED. **IF VENDOR IS SUPPLYING AN EQUAL, PLEASE SUBMIT A SAMPLE ALONG WITH TECHNICAL LITERATURE.**

SPECIAL PROVISION 6: THE FOLLOWING DOCUMENTS ARE INCORPORATED AS PART OF THIS SOLICITATION: (1) EVIDENCE OF AUTHORITY TO SIGN OFFERS; (2) CONTRACTOR REQUEST FOR WAIVER NON-EPA ITEMS; (3) EPA GUIDELINE ITEMS; (4) CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM

SPECIAL PROVISION 7: CONTRACTOR MUST ACCEPT GOVERNMENT SMART PAY VISA CREDIT CARD OR PROVIDE THEIR ELECTRONIC FUNDS TRANSFER ADDRESS. CONTRACTORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) PROGRAM BEFORE AN AWARD WILL BE ISSUED. COMPLETE THE FOLLOWING INFORMATION AND INCLUDE WITH ANY OFFER.

ACCEPT VISA? YES \_\_\_\_\_ NO ✓

IF NO, EFT ADDRESS: First Commercial Bank  
PO Box 040002  
Huntsville, AL 35804

FEDERAL TAX IDENTIFICATION NUMBER: 27 0140358

DUN & BRADSTREET NUMBER (DUNS): 621541619

CAGE CODE: 4DMB5

CENTRAL CONTRACTOR REGISTRATION: YES ✓ NO \_\_\_\_\_ EXPIRATION DATE: 04-26-07

VENDOR CONTACT INFORMATION:

POC: Clena Fadairo  
TELEPHONE: 256 722-8680  
FAX: 256 722-8680

EMAIL: efadairo@bellsouth.net

SPECIAL PROVISION 8: THE CONTRACTOR SHALL COMPLY WITH RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AFFIRMATIVE PROCUREMENT (OR 'BUYING RECYCLED') REQUIREMENTS BY GIVING PREFERENCE IN THEIR PURCHASING PROCESS TO PRODUCTS AND PRACTICES THAT PROMOTE RECYCLING AND OTHER ENVIRONMENTALLY FRIENDLY PRACTICES. THE CONTRACTOR IS ALSO RESPONSIBLE FOR INSURING THAT ALL SUB-CONTRACTORS COMPLY WITH AP REQUIREMENTS. EXCEPT AS SPECIFICALLY WAIVED IN WRITING, FOR REASONS OF PRICE, PERFORMANCE OR AVAILABILITY, ANY PRODUCTS IN THE ATTACHED EPA GUIDELINE ITEMS LIST PROVIDED BY THE CONTRACTOR AS PART OF THE PERFORMANCE OF THIS CONTRACT MUST MEET THE MINIMUM PERCENTAGE LEVELS OF RECOVERED MATERIALS AS SPECIFIED TO THESE STANDARD CONTRACT TERMS AND CONDITIONS. PLEASE REFER TO THE ATTACHED EPA LIST OF DESIGNATED RECOVERED MATERIALS CONTENT PRODUCTS (ATTACHED). ON COMPLETION OF WORK, CONTRACTOR SHALL SUBMIT TO THE COR OR CONTRACT ADMINISTRATOR A COMPLETED "AFFIRMATIVE PROCUREMENT REPORTING FORM" (ATTACHED) FOR ACTIONS TAKEN UNDER THAT SPECIFIC ORDER. THE CONTRACTOR SHALL SUBMIT THE ATTACHED "CONTRACTOR REQUEST FOR WAIVER FOR NON-EPA COMPREHENSIVE GUIDELINE ITEMS" (ATTACHED) AS WRITTEN DOCUMENTATION TO SUPPORT THE DECISION NOT TO ACQUIRE ITEMS MEETING THE MINIMUM CONTENT LEVELS, BASED ON ONE OF THE THREE JUSTIFICATIONS BELOW:

- A. THE PRODUCT IS NOT AVAILABLE FROM A SUFFICIENT NUMBER OF SOURCES TO MAINTAIN A SUFFICIENT LEVEL OF COMPETITION (I. E., AVAILABLE FROM TWO OR MORE SOURCES) OR IS NOT AVAILABLE AT A REASONABLE PRICE.
- B. THE PRODUCT IS NOT AVAILABLE WITHIN A REASONABLE PERIOD OF TIME.
- C. THE PRODUCT DOES NOT MEET THE PERFORMANCE STANDARDS IN APPLICABLE SPECIFICATIONS OR FAILS TO MEET REASONABLE PERFORMANCE STANDARDS OF THE AGENCY. SEE FAR CLAUSES 52.223-4 AND 52.223-9 FOR FURTHER GUIDANCE.

SPECIAL PROVISION 9: CCR REGISTRATION. PLEASE REVIEW THE ACCURACY OF YOUR CENTRAL CONTRACTOR REGISTRATION (CCR) INFORMATION. THE DEPARTMENT OF DEFENSE BEGAN USING A NEW REPORTING SYSTEM IN FISCAL YEAR 2005. THE SYSTEM WILL AUTOMATICALLY PULL INFORMATION FROM THE CCR. IT IS IMPERATIVE THAT THE INFORMATION FOR YOUR COMPANY IS CORRECTLY RECORDED. AWARDED OF A CONTRACT TO A PARTICULAR COMPANY COULD BE IMPACTED BY THE INFORMATION FOUND AT THE CCR.

SPECIAL PROVISION 10: OPTION YEARS: CONTRACTOR SHALL BE NOTIFIED AT LEAST SIXTY (60) CALENDAR DAYS PRIOR TO EXPIRATION DATE OF THE CONTRACT IF THE GOVERNMENT INTENDS TO EXERCISE ITS OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL YEAR. IN THE EVENT THE GOVERNMENT FAILS TO NOTIFY THE CONTRACTOR WITHIN SAID SIXTY (60) CALENDAR DAYS, BUT AT A TIME LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE DOES NOTIFY CONTRACTOR THAT IT INTENDS TO EXERCISE THE OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL YEAR, THE CONTRACTOR WILL HAVE THE RIGHT TO WAIVE THE SIXTY (60) CALENDAR DAYS NOTICE REQUIREMENT AND TO PERFORM UNDER THE OPTION YEAR CONTRACT.

SPECIAL PROVISION 11: ORDER LIMITATIONS. THE ORDER LIMITATIONS THAT THE CONTRACTOR IS OBLIGATED TO DELIVERY UNDER THIS CONTRACT ARE DEFINED BY FAR CLAUSE 52.216-19, "ORDER LIMITATIONS" CONTAINED HEREIN.

SPECIAL PROVISION 12: AUTHORIZED BUYERS. ANY WARRANTED CONTRACTING OFFICER AT THE ANNISTON ARMY DEPOT WHOSE WARRANT AUTHORIZES PURCHASES OF THIS TYPE OF SUPPLY AND DOLLAR MAGNITUDE IS AUTHORIZED TO PURCHASE SUPPLIES UNDER THIS CONTRACT.

SPECIAL PROVISION 13: DELIVERY INFORMATION. POC AT ANAD FOR DELIVERY IS JODY KIKER, (256) 235-6738, AT THE FOLLOWING ADDRESS:

ANNISTON ARMY DEPOT  
ATTN: JODY KIKER  
7 FRANKFORD AVENUE  
BUILDING 421  
ANNISTON, AL 36201-4199

## SPECIFICATIONS

*Revised 6/5/06*

**SPECIAL NOTE:** - All gloves must meet ANSI/OSHA/NIOSH Standards. The following factors shall be used to evaluate technical capability offers on a met/not met basis based on the following statement of work:

### **Statement of Work**

**Gloves, 4550 size small, med, large, xlarge**

Glove 4550 or equal: Gloves will be exposed to oil, grease, and dirt. Gloves will be used to teardown engines, transmissions, parts separation, picking up and transporting parts and tools, moving wooden pallets, wire baskets, etc. The glove provided in this requirement must absorb oil and grease while still delivering a sure grip. "Sponge nitrile" meets this requirement as an extra-absorbent nitrile dip that conforms and adheres to the nylon shell. Gloves must also meet the following characteristics: flat-dip sponge nitrile, sanitized seamless nylon liner, knit wrist. Made in USA per Berry Amendment.

### **Statement of Work**

**Gloves, 4560 size small, med, large, xlarge**

Glove 4560 or equal: Gloves will be exposed to oil, grease, and dirt. Gloves will be used to teardown engines, transmissions, parts separation, picking up and transporting parts and tools, moving wooden pallets, wire baskets, etc. The glove provided in this requirement must absorb oil and grease while still delivering a sure grip. "Sponge nitrile" meets this requirement as an extra-absorbent nitrile dip that conforms and adheres to the nylon shell. Gloves must also meet

the following characteristics: flat-dip sponge nitrile, seamless aramid liner, Cut Level 3, knit wrist.  
Made in USA per Berry Amendment. Available in sizes XS-XL.

**Delivery is slightly more important than price.**

**Technical and delivery, when combined, are slightly more important than price.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GLOVES - 4550, X-LARGE FFP Description: BESTS 4550 GLOVES or equal - XLARGE IN ACCORDANCE WITH SPECIFICATIONS, SPONGE NITRILE, ABSORBS OIL AND GREASE, STANDS REPEATED WASHINGS. Base Year Period - from date of award to 12 months after contract award. FOB: Destination NSN: 0DV614550XL MILSTRIP: W31G1Y60521083 PURCHASE REQUEST NUMBER: W31G1Y60521083	51,252	Pair	3.43	175,794.36

175,794.36

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	GLOVES - 4550, LARGE FFP	51,252	Pair	3.43	175,794.36

Description: BESTS 4550 GLOVES or equal - LARGE IN ACCORDNACE  
WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND  
GREASE. WITHSTANDS REPEATED WASHINGS.

Base Year Period - from date of award to 12 months after contract award.

FOB: Destination

NSN: 0DV614550L

MILSTRIP: W31G1Y60521080

PURCHASE REQUEST NUMBER: W31G1Y60521080

175,794.36

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	GLOVES - 4550, MEDIUM FFP	51,252	Pair	3.43	175,794.36

Description: BESTS 4550 GLOVES or equal - MEDIUM IN ACCORDANCE  
WITH SPECIFICAITONS , SPONGE NITRILE, ABSORBS OIL AND  
GREASE, STANDS REPEATED WASHINGS.

Base Year Period - from date of award to 12 months after contract award.

FOB: Destination

NSN: 0DV614550XL

MILSTRIP: W31G1Y60521083

PURCHASE REQUEST NUMBER: W31G1Y60521083B

175,794.36

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	GLOVES - 4550, SMALL FFP Description: BESTS 4550 GLOVES or equal - SMALL IN ACCORDANCE WITH SPECIFICAITONS , SPONGE NITRILE, ABSORBS OIL AND GREASE, STANDS REPEATED WASHINGS. Base Year Period - from date of award to 12 months after contract award. FOB: Destination NSN: 0DV614550XL MILSTRIP: W31G1Y60521083 PURCHASE REQUEST NUMBER: W31G1Y60521083A	25,620	Pair	3.43	87,876.60

87,876.60

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	GLOVES - 4560, X- LARGE FFP Description: BESTS 4560 GLOVES or equal - X-LARGE IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. Base Year Period - from date of award to 12 months after contract award. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080 PURCHASE REQUEST NUMBER: W31G1Y60521080D	51,252	Pair	5.49	281,373.48

281,373.48

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	GLOVES - 4560, LARGE FFP Description: BESTS 4560 GLOVES or equal - LARGE IN ACCORDANCE WITH SPECIFICAITONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. Base Year Period - from date of award to 12 months after contract award. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080 PURCHASE REQUEST NUMBER: W31G1Y60521080C	51,252	Pair	5.49	281,373.48

281,373.48

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	GLOVES - 4560, MEDIUM FFP Description: BESTS 4560 GLOVES or equal - MEDIUM IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. Base Year Period - from date of award to 12 months after contract award. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080 PURCHASE REQUEST NUMBER: W31G1Y60521080B	51,252	Pair	5.49	281,373.48

281,373.48

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	GLOVES - 4560, SMALL FFP Description: BESTS 4560 GLOVES or equal - SMALL IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. Base Year Period - from date of award to 12 months after contract award. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080 PURCHASE REQUEST NUMBER: W31G1Y60521080A	25,620	Pair	5.49	140,653.80

140,653.80

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	GLOVES - 4550, X-LARGE FFP Description: BESTS 4550 GLOVES or equal - XLARGE IN ACCORDANCE WITH SPECIFICATIONS, SPONGE NITRILE, ABSORBS OIL AND GREASE, STANDS REPEATED WASHINGS. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 0DV614550XL MILSTRIP: W31G1Y60521083	51,252	Pair	4.14	212,183.28

212,183.28

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		51,252	Pair	4.14	212,183.28
OPTION	GLOVES - 4550, LARGE FFP Description: BESTS 4550 GLOVES or equal - LARGE IN ACCORDNACE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080				

212,183.28

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		51,252	Pair	4.14	212,183.28
OPTION	GLOVES - 4550, MEDIUM FFP Description: BESTS 4550 GLOVES or equal - MEDIUM IN ACCORDANCE WITH SPECIFICAIONS , SPONGE NITRILE, ABSORBS OIL AND GREASE, STANDS REPEATED WASHINGS. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 0DV614550XL MILSTRIP: W31G1Y60521083				

212,183.28

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		25,620	Pair	4.14	106,066.80
OPTION	GLOVES - 4550, SMALL FFP Description: BESTS 4550 GLOVES or equal - SMALL IN ACCORDANCE WITH SPECIFICAITONS , SPONGE NITRILE, ABSORBS OIL AND GREASE, STANDS REPEATED WASHINGS. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 0DV614550XL MILSTRIP: W31G1Y60521083				

106,066.80

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		51,252	Pair	6.60	338,263.20
OPTION	GLOVES - 4560, X- LARGE FFP Description: BESTS 4560 GLOVES or equal - X-LARGE IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080				

338,263.20

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	GLOVES - 4560, LARGE FFP Description: BESTS 4560 GLOVES or equal - LARGE IN ACCORDANCE WITH SPECIFICAITONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080	51,252	Pair	6.60	338,263.20

338,263.20

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	GLOVES - 4560, MEDIUM FFP Description: BESTS 4560 GLOVES or equal - MEDIUM IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080	51,252	Pair	6.60	338,263.20

338,263.20

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	GLOVES - 4560, SMALL FFP Description: BESTS 4560 GLOVES or equal - SMALL IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080	25,620	Pair	6.60	169,092.00

169,092.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	GLOVES - 4550, X-LARGE FFP Description: BESTS 4550 GLOVES or equal - XLARGE IN ACCORDANCE WITH SPECIFICATIONS, SPONGE NITRILE, ABSORBS OIL AND GREASE, STANDS REPEATED WASHINGS. 2nd Option Year Period - 12 months continued after 1st Option Year Period. FOB: Destination NSN: 0DV614550XL MILSTRIP: W31G1Y60521083	51,252	Pair	4.97	254,722.44

254,722.44

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		51,252	Pair	4.97	254,722.44
OPTION	GLOVES - 4550, LARGE				

FFP

Description: BESTS 4550 GLOVES or equal - LARGE IN ACCORDNACE  
WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND  
GREASE. WITHSTANDS REPEATED WASHINGS.

2nd Option Year Period - 12 months continued after 1st Option Year Period.

FOB: Destination

NSN: 0DV614550L

MILSTRIP: W31G1Y60521080

254,722.44

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		51,252	Pair	4.97	254,722.44
OPTION	GLOVES - 4550, MEDIUM				

FFP

Description: BESTS 4550 GLOVES or equal - MEDIUM IN ACCORDANCE  
WITH SPECIFICAIONS, SPONGE NITRILE, ABSORBS OIL AND  
GREASE, STANDS REPEATED WASHINGS.

2nd Option Year Period - 12 months continued after 1st Option Year Period.

FOB: Destination

NSN: 0DV614550XL

MILSTRIP: W31G1Y60521083

254,722.44

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		25,620	Pair	4.97	127,331.40
OPTION	GLOVES - 4550, SMALL FFP				
	Description: BESTS 4550 GLOVES or equal - SMALL IN ACCORDANCE WITH SPECIFICAITONS , SPONGE NITRILE, ABSORBS OIL AND GREASE, STANDS REPEATED WASHINGS.				
	2nd Option Year Period - 12 months continued after 1st Option Year Period.				
	FOB: Destination				
	NSN: 0DV614550XL				
	MILSTRIP: W31G1Y60521083				

127,331.40

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		51,252	Pair	7.92	405,915.84
OPTION	GLOVES - 4560, X- LARGE FFP				
	Description: BESTS 4560 GLOVES or equal - X-LARGE IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS.				
	2nd Option Year Period - 12 months continued after 1st Option Year Period.				
	FOB: Destination				
	NSN: 0DV614550L				
	MILSTRIP: W31G1Y60521080				

405,915.84

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		51,252	Pair	7.92	405,915.84
OPTION	GLOVES - 4560, LARGE FFP Description: BESTS 4560 GLOVES or equal - LARGE IN ACCORDANCE WITH SPECIFICAITONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. 2nd Option Year Period - 12 months continued after 1st Option Year Period. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080				

405,915.84

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		51,252	Pair	7.92	405,915.84
OPTION	GLOVES - 4560, MEDIUM FFP Description: BESTS 4560 GLOVES or equal - MEDIUM IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. 2nd Option Year Period - 12 months continued after 1st Option Year Period. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080				

405,915.84

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024 OPTION	GLOVES - 4560, SMALL FFP Description: BESTS 4560 GLOVES or equal - SMALL IN ACCORDANCE WITH SPECIFICATIONS. SPONGE NITRILE, ABSORBS OIL AND GREASE. WITHSTANDS REPEATED WASHINGS. 2nd Option Year Period - 12 months continued after 1st Option Year Period. FOB: Destination NSN: 0DV614550L MILSTRIP: W31G1Y60521080	25,620	Pair	7.92	202,910.40

202,910.40

NET AMT

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	23-MAR-2006	51,252	ANNISTON ARMY DEPOT REQUISITION PROPERTY MGMT. DIV. 7 FRANKFORD AVENUE ANNISTON AL 36201-4199 FOB: Destination	W31G1Y
0002	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0003	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0004	23-MAR-2006	25,620	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0005	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0006	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0007	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0008	23-MAR-2006	25,620	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y

0009	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0010	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0011	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0012	23-MAR-2006	25,620	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0013	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0014	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0015	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0016	23-MAR-2006	25,620	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0017	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0018	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0019	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0020	23-MAR-2006	25,620	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0021	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0022	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0023	23-MAR-2006	51,252	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0024	23-MAR-2006	25,620	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-4	Recovered Material Certification	OCT 1997
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

##### 52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

**52.000-4702 AMC-LEVEL PROTEST PROGRAM**

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:

HQ Army Materiel Command  
Office of Command Counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

**52.000-4706 ELECTRONIC SUBMISSION OF OFFERS**

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

**FAX:**

The FAX number for your bids/proposals is (256) 240-3077 extension 2222. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "2222" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

**E-MAIL SUBMISSION:**

E-Mail bids/proposals will be directed to [acqnet@anad.army.mil](mailto:acqnet@anad.army.mil). Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

**ON-LINE SUBMISSION:**

On-line submission of bids/proposals is via our "**Vendor Response Module**." This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at <http://www.procnet.anad.army.mil/>, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

**52.000-4802 NOTICE OF F.O.B. DESTINATION**

All offers on this solicitation are requested on an F.O.B. Destination basis.

**52.000-4905 RECEIVING HOURS**

- a. Receiving hours for deliveries to the Receiving Area (see paragraph b):

DAYS PER WEEK	HOURS
Monday – Friday	7:00 a.m. - 12:00 p.m. and 12:40 p.m. - 2:00 p.m.

- b. Normal Depot working hours are as follows:

DAYS PER WEEK	HOURS
Monday – Thursday	7:00 a.m. - 12:00 p.m. and 12:30 p.m. - 4:30 p.m.
Every Other Friday	7:00 a.m. - 12:00 p.m. and 12:30 p.m. - 3:30 p.m.

- c. Anniston Army Depot will be closed Saturdays, Sundays, Federal Holidays, and every other Friday.

d. Details of this order/contract should not be discussed with anyone other than the Contract Administrator whose name and telephone number are shown in the ADMINISTERED BY block of the order/contract. Should you receive any inquiry(ies) from any source other than as indicated above, we would appreciate you contacting us in writing or by telephoning the appropriate administrator at Anniston Army Depot.

- e. If the purchase/contract/delivery order number is not noted on the shipping document or marked clearly on the box/package, it will be REJECTED.

(End of clause)

#### 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

3% Percent increase

3% Percent decrease

This increase or decrease shall apply to total order quantity.

(End of clause)

#### 52.211-4202 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

##### REQUIRED DELIVERY SCHEDULE

---

WITHIN SCHEDULED DAYS

ITEM NO.	QUANTITY	AFTER DATE OF CONTRACT
CLIN0001-0003	4,271 Pair	by the 10 <sup>th</sup> of each month
CLIN0004	2,135 Pair	by the 10 <sup>th</sup> of each month
CLIN0005-0007	4,271 Pair	by the 10 <sup>th</sup> of each month
CLIN0008	2,135 Pair	by the 10 <sup>th</sup> of each month
CLIN0009-0011	4,271 Pair	by the 10 <sup>th</sup> of each month
CLIN0012	2,135 Pair	by the 10 <sup>th</sup> of each month
CLIN0013-0015	4,271 Pair	by the 10 <sup>th</sup> of each month
CLIN0016	2,135 Pair	by the 10 <sup>th</sup> of each month
CLIN0017-0019	4,271 Pair	by the 10 <sup>th</sup> of each month
CLIN0020	2,135 Pair	by the 10 <sup>th</sup> of each month
CLIN0021-0023	4,271 Pair	by the 10 <sup>th</sup> of each month
CLIN0024	2,135 Pair	by the 10 <sup>th</sup> of each month

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN SCHEDULED DAYS AFTER DATE OF CONTRACT
CLIN0001-0003	4,271 Pair	by the <u>7</u> of each month
CLIN0004	2,135 Pair	by the <u>7</u> of each month
CLIN0005-0007	4,271 Pair	by the <u>7</u> of each month
CLIN0008	2,135 Pair	by the <u>7</u> of each month
CLIN0009-0011	4,271 Pair	by the <u>7</u> of each month
CLIN0012	2,135 Pair	by the <u>7</u> of each month
CLIN0013-0015	4,271 Pair	by the <u>7</u> of each month
CLIN0016	2,135 Pair	by the <u>7</u> of each month
CLIN0017-0019	4,271 Pair	by the <u>7</u> of each month
CLIN0020	2,135 Pair	by the <u>7</u> of each month
CLIN0021-0023	4,271 Pair	by the <u>7</u> of each month
CLIN0024	2,135 Pair	by the <u>7</u> of each month

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding one working day if the award is transmitted electronically. The term "working day" excludes weekends and U. S. Federal holidays.)

End of clause Updated June 2004



## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO FAR 52.212-1  
INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-1 (b) (1) THROUGH (10) IS CHANGED TO READ AS FOLLOWS:

1. Complete and return (electronically) one entire copy of solicitation package.
2. Submit Firm Fixed Prices in Schedule of Supplies/Services.
3. Review required delivery schedules in clauses entitled "Time of Delivery" and consider giving expedited delivery schedule.
4. Complete all Representations and Certifications in clauses 52.212-3 and 252.212-7000, entitled "Offeror Representations and Certifications—Commercial Items" or ensure the Representations and Certifications are completed in on-line Representations and Certifications Applications. <http://orca.bpn.gov>.
5. Provide evidence of signer's authority to bind the company as stated in paragraph entitled "Signature Authority."
6. Telegraphic and telephonic offers are not authorized. See clause entitled "Electronic Submission of Offers" for submission instructions.
7. Acknowledge all, if any, amendments issued against this solicitation. Acknowledgement of amendments issued prior to quotation closing date must be received in the Directorate of Contracting prior to quotation closing date and time. Acknowledgement of amendments will not be acceptable by telephone or telegraph. Offeror shall use procedures at clause entitled Electronics Submission of Offers for submission of any acknowledgement of an amendment.
8. Provide technical literature as described in clause entitled "Technical Literature." As part of the package please submit the following:
  - (a) The vendor shall state at time of quotation either "EXCEPTION" or "NO EXCEPTION" to each and every paragraph of the SPECIFICATIONS AND SCOPE OF WORK. Where exception is taken, the degree of noncompliance shall be fully explained. The bid shall clearly indicate any exceptions to, or alternatives to, every part of this specification. Bids shall be arranged similar to this specification and shall reference paragraph numbers for ease of analysis and discussion, if the Government determines discussion to be necessary.
  - (b) Proposals shall include catalogue pictures, drawings, literature, specifications, installation data and additional information, as applicable, to completely describe the system and its controls, instrumentation, performance, installation, warranty details and training procedures proposed to meet the requirements of this specification.
  - (c) The proposal shall state detailed space requirements for equipment.

(d) If this specification leaves out any requirements or component parts that would cause the total system to not function properly, manufacturer shall provide such items. If special tools or tooling are required to operate the system, manufacturer shall provide such tools or tooling.

(e) As part of the bid package, manufacturer shall provide a description of all utilities (air, electric, etc.) required for the proper operation of the system. This list shall describe the total system requirements as well as break out of the requirements of the significant components.

(f) As part of the bid package, manufacturer / supplier shall provide a description of all utilities (air, electric, etc.) required during the installation of the system.

9. Furnish copy of Warranty with quotation.

10. Provide past performance information as described in clause "Past Performance Proposal and Evaluation Information" if that clause is included in this solicitation.

ADDENDUM TO 52.212-1c is changed as follows:

**Change 30 calendar days to 90 calendar days. The remainder of this paragraph remains the same.**

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical capability of the item offered to meet the Government requirement;
2. Delivery
3. Past Performance
4. Price

Technical and delivery, when combined, are slightly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☒ TIN: 270140358

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☒ Other limited liability Co

(5) Common parent.

☒ Offeror is not owned or controlled by a common parent;

\_\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (☒) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, (☒) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, (☒) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, (☒) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☒) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or



(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- ☒ 50 or fewer ☒ \$1 million or less
- ☐ 51 - 100 ☐ \$1,000,001 - \$2 million
- ☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
- ☐ 251 - 500 ☐ \$3,500,001 - \$5 million
- ☐ 501 - 750 ☐ \$5,000,001 - \$10 million
- ☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
- ☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, (✓) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, (✓) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, (✓) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, (✓) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (✓) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:  
Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no

offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☒ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☒ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer

that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions; or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,



Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).